

COMMERCIAL SALES AGREEMENT

TOWN NO.
0026-DES MOINES, IA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-91JFUNT

DATE: 4/21/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")
Brandon Karlin
11318 Aurora Ave,
Des Moines, IA 50322
Tele. No.

Madison County Annex
d/b/a:
("Customer")
Customer Billing Information
201 W Court Ave,
Winterset, IA 50273
Attn:
Tele. No.

Customer Premises Served
201 W Court Ave,
Winterset, IA 50273
Attn:
Tele. No.

See Page 5

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding installation charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the installation charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid Annual in advance, (the "Annual Service Charges"), Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. **Term.** The initial term of this agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term this Agreement will automatically renew on a 5 year basis (A Renewal Term) unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to start of such Renewal Term, the adjusted Annual Service Charge will be the Annual Service Charge for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. **Pricing and Taxes.** If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Disputed invoices must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF

IF THIS AGREEMENT IS TERMINATED BY EITHER PARTY, THE OTHER PARTY SHALL BE RESPONSIBLE FOR THE COSTS OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO. 0026-DES MOINES, IA CUSTOMER NO. JOB NO. PO NO. ESTIMATE NO. 1-91JFUNT

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Brandon Karlin

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Brandon Karlin
Sales Representative Registration Number (If applicable): _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

_____ madison county
CUSTOMER: _____

Accepted By: *CS* _____
(Signature of Customer's Authorized Representative)
Chip See
(Name Printed)

Maintenance Director
Title: _____
Date Signed: 4/24/2025 | 10:44 AM PDT

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: ☐ this signed contract satisfies Agreement

YES: ☐ Single PO Required for Initial Term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: ☐ Email address to be used: _____

NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
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SCOPE OF WORK / SCHEDULE OF PROTECTION

- IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.
- A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).
- B. Services to be Provided ("Services")

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent) as set forth in this SOW to Customer.

Qty	Product Name	Location
1		
8		

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,265.17
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,265.17
Installation Deposit Amount:	\$759.10

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,900.00
* Estimated Tax(es):	\$0.00

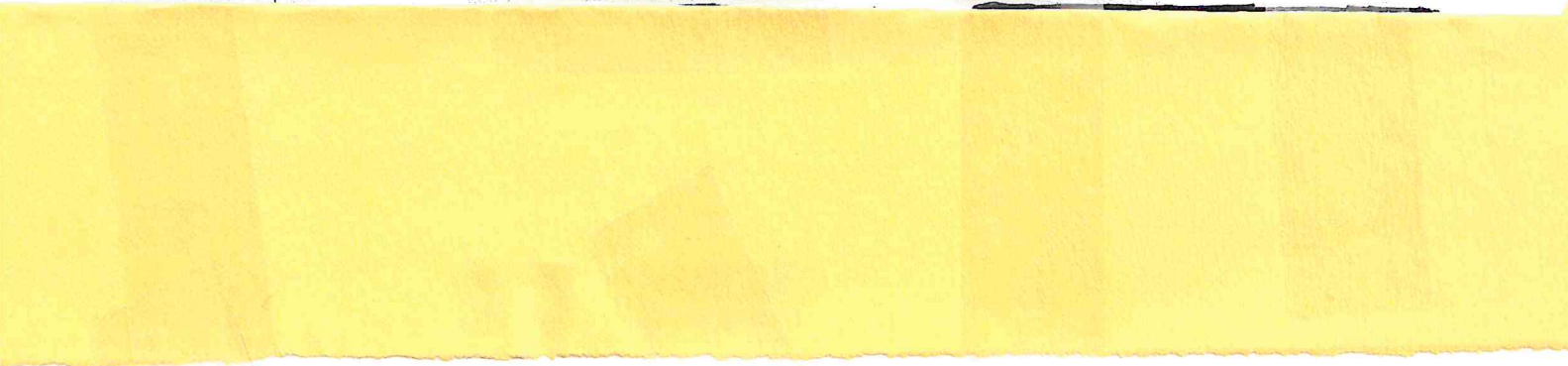
TOTAL ANNUAL SERVICE CHARGE:

\$1,900.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any Additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

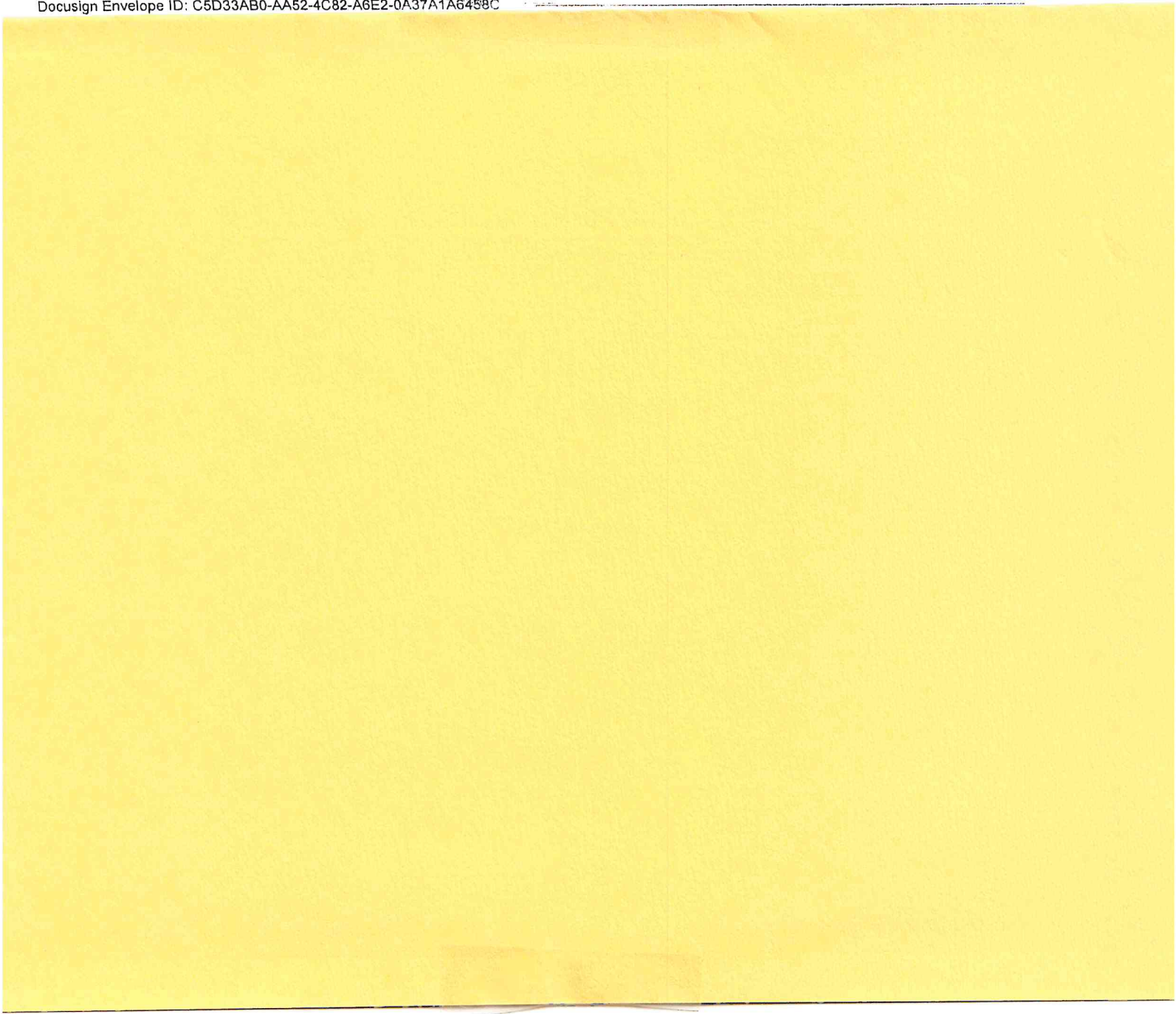
E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Chip See



TERMS AND CONDITIONS

TERMS AND CONDITIONS





COMMERCIAL SALES AGREEMENT

TOWN NO. 0026-DES MOINES, IA CUSTOMER NO. JOB NO. PO NO. ESTIMATE NO. 1-91JFUNT

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/21/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

Brandon Karlin
11318 Aurora Ave,
Des Moines, IA 50322
Tele. No.

Madison County Annex
d/b/a:
("Customer")
Customer Billing Information
201 W Court Ave,
Winterset, IA 50273
Attn:
Tele. No.

Customer Premises Served
201 W Court Ave,
Winterset, IA 50273
Attn:
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Brandon Karlin
(Signature of Johnson Controls Sales Representative)

Sales Agent: Brandon Karlin
Sales Representative Registration Number (if applicable): _____

CUSTOMER: madison county
Accepted By: [Signature]
(Signature of Customer's Authorized Representative)
Chip See
(Name Printed)
Maintenance Director
Title: _____
Date Signed: 4/24/2025 | 10:44 AM PDT